

DECLARATION OF JOHN BANAS – RE: TARA JOHNS

I, John Banas, hereby declare and state:

1. I am currently the Chief Executive Officer (“CEO”) of Mark Business Intelligence Systems LLC (“Mark Business”), a company that designs and develops compliance and risk management solutions, including the “ComplianceManager” platform, which provides companies the ability to audit and control policy management and distribution. I am over 18 years of age and have personal knowledge of the facts set forth below, or knowledge based upon review of corporate records maintained in the regular course of the company’s business. If called and sworn as a witness, I could and would competently testify thereto.

2. ComplianceManager is a secure software system that can be accessed by authorized users, like Plaintiff Tara Johns (also known as “Tara McCroskey-Johns”), at any time 24 hours a day, 7 days a week, 365 days a year, from anywhere in the world, via any device that is connected to the Internet, such as a desktop, laptop, tablet, smart phone, or Internet terminal in the workplace or other locations available to the general public (e.g. the public library). Once logged in, users complete tasks assigned to them, such as tasks to sign documents, fill out company-required forms, review training materials, or watch informational videos. The system tracks the status of each task and logs user activity by name, date and time stamp. Users are only permitted to access tasks that are assigned to them, and once a task is complete, the data is “locked down” in read-only mode to maintain data integrity. ComplianceManager has multiple layers of security that include all three critical security areas: physical security, operational security and system security. The data center that houses our network environment, including the ComplianceManager servers (the “Data Center”), maintains best-practice certifications, such as: (i) ISO 27001 Certification for information security management; (ii) US-EU Privacy Shield certifications for data privacy; and (iii) an AICPA SSAE-16 SOC2 Type II independent audit (“SOC Audit”) conducted by the global accounting firm of PricewaterhouseCoopers LLP. The SOC Audit is based upon the SSAE-16 standard (which replaced the SAS-70 standard in 2011), that was developed in conjunction with the American Institute of Certified Public Accountants (AICPA). This internationally recognized certification provides assurance to ComplianceManager’s clients that Mark Business Intelligence Systems adheres to policies, procedures and business processes designed to ensure a secure and stable data center environment that safely monitors and manages client data.

3. On January 1, 2014, The TJX Companies, Inc. (“TJX”), which includes Marmaxx Operating Corporation, purchased a ComplianceManager policy management system (the “Policy Management System”). This system was implemented to streamline, and record employee communications related to corporate policies, such as TJX’s “Your Voice Your Choice” program. The “Your Voice Your Choice” program included a new arbitration agreement (the “Arbitration Agreement”), which was being rolled out to TJX employees as well as employees of TJX’s subsidiaries, including without limitation all non-exempt employees of T.J. Maxx working in Pennsylvania.

4. The Policy Management System was configured to TJX's specifications. For employees hired after March 12, 2014, like Plaintiff Tara Johns and other T.J. Maxx employees in Pennsylvania, the system included the following features:

- a. Enable employees to easily access the "Your Voice Your Choice" program documentation, including the Arbitration Agreement, from anywhere in the world via the Internet or from the TJX web page;
- b. Provide employees with a personalized "Your Voice Your Choice" web page;
- c. Permit employees to view, download and save a copy of the Arbitration Agreement;
- d. Permit employees to either: (1) reject the Arbitration Agreement (i.e., opt-out) and submit their response; or (2) accept the Arbitration Agreement (i.e., opt-in) by taking no action and exiting the system. Employees hired after March 12, 2014 who chose to do nothing within forty-five (45) days after their hire date would be treated as having agreed to the Arbitration Agreement (i.e., opted-in), a fact which is emphasized to employees in the Policy Management System and "Your Voice Your Choice" materials provided directly to employees;
- e. Permit employees to print and keep a copy of their Your Voice Your Choice record;
- f. Permit each employee to change their decision regarding whether or not to agree to the Arbitration Agreement as often as they wish until the forty-five (45) days deadline, when all decisions would become final; and
- g. Maintain an audit trail of all employee decisions to opt-out of arbitration, whether that decision was submitted by the employee electronically over the Internet or manually via mail.

5. On January 7, 2014, the Policy Management System was installed and became operational. Attached as Exhibit A are true and correct copies of screenshots demonstrating the system's 4-step workflow that T.J. Maxx employees follow to opt-out of the Arbitration Agreement, including all dialogue boxes, menus, linked pages, etc., that were visible to all T.J. Maxx employees. A true and correct copy of the Arbitration Agreement that was available for viewing, downloading, printing or saving by all T.J. Maxx employees is attached as Exhibit B. A true and correct copy of a template version of the "Your Voice Your Choice" online opt-out form, which documented each T.J. Maxx employee's decision to accept the Arbitration Agreement and which was available for viewing, downloading, printing or saving by all T.J. Maxx employees is attached as Exhibit C.

6. On or about January 7, 2014, the Arbitration Agreement and "Your Voice Your Choice" program documentation listed above was accessible via the Internet by all T.J. Maxx employees, including Tara Johns, using the Policy Management System.

7. The Policy Management System records are kept in the regular course of business by Mark Business Intelligence Systems LLC, as part of the ComplianceManager software. I am familiar with, and have access to, all the records maintained in the Policy Management System as part of my regular duties as CEO of Mark Business Intelligence Systems LLC. These records identify every T.J. Maxx employee who opted out of the Arbitration Agreement by either using

the website or U.S. mail, including all Pennsylvania T.J. Maxx employees who opted out by either method on or before the required deadline.

8. The ComplianceManager system generates a personalized “Your Voice Your Choice” online opt-out form for each employee. Tara Johns’ online, personalized opt-out form was and is maintained by Mark Business as a business record in the regular course of its business. A true and correct copy of Tara Johns’ online, personalized “Your Voice Your Choice” opt-in/opt-out form is attached to this declaration as Exhibit D. Based on my review of the Policy Management System records, Tara Johns did not opt out as of the 45 days deadline. In the Policy Management System, Tara Johns’ personalized “Your Voice Your Choice” opt-in/opt-out form states as follows: “Please note that if you do not decline to participate in the TJX Arbitration Agreement within 45 days of your date of hire, continuing your employment constitutes your acceptance of the terms of the Agreement.”

9. On information and belief, it is my understanding that (i) Tara Johns and other T.J. Maxx employees also received a copy of the “Your Voice Your Choice” Associate Packet (“Packet”) from T.J. Maxx on or around each of their respective hire dates.

10. Based on my review of the Policy Management System, kept and maintained in the normal course of Mark Business Intelligence Systems LLC’s business operations, neither Tara Johns nor any authorized representative of Tara Johns attempted to opt out of the Arbitration Agreement via her personalized “Your Voice Your Choice” online opt-out form, or via mail, at any time.

11. The Arbitration Agreement attached as Exhibit B specifies that Associates who wished to opt out via mail should mail a signed and dated letter to that effect to TJX at: The TJX Companies, Inc., PO Box 2410, Kyle, TX 78640. Mark Business Intelligence Systems LLC received and/or processed all the mail-in opt-out notifications from TJX Associates that TJX has received at the address above from the date the Arbitration Agreement was rolled out through the present date, including the period from Tara Johns’ hire date through 45 days thereafter. These mail-in opt-out notifications were recorded, scanned as PDF files, uploaded into the Policy Management System and linked to the applicable Associate’s user profile. These records are kept and maintained in the regular course of Mark Business Intelligence Systems LLC’s business operations and are maintained and protected by the same security measures and standards detailed above. As part of my regular duties as CEO of Mark Business Intelligence Systems LLC, I have access to all these mail-in opt-out notifications, including without limitation all opt-out notifications sent through the present date. Based on my review of these records of the mail-in opt-out notifications kept and maintained in the normal course of business operations, neither Tara Johns nor any authorized representative of Tara Johns submitted a written statement opting out of the Arbitration Agreement via U.S. mail.

12. During the course of the “Your Voice Your Choice” project (i.e., January 2014 to present), the Company did not experience any system downtime, any interruption of service, or other problem that could have hindered Tara Johns from submitting her choice to opt-out of the Arbitration Agreement either electronically or via US mail.

I declare under the penalty of perjury under the laws of the United States, Arizona, and Pennsylvania that the foregoing is true and correct.

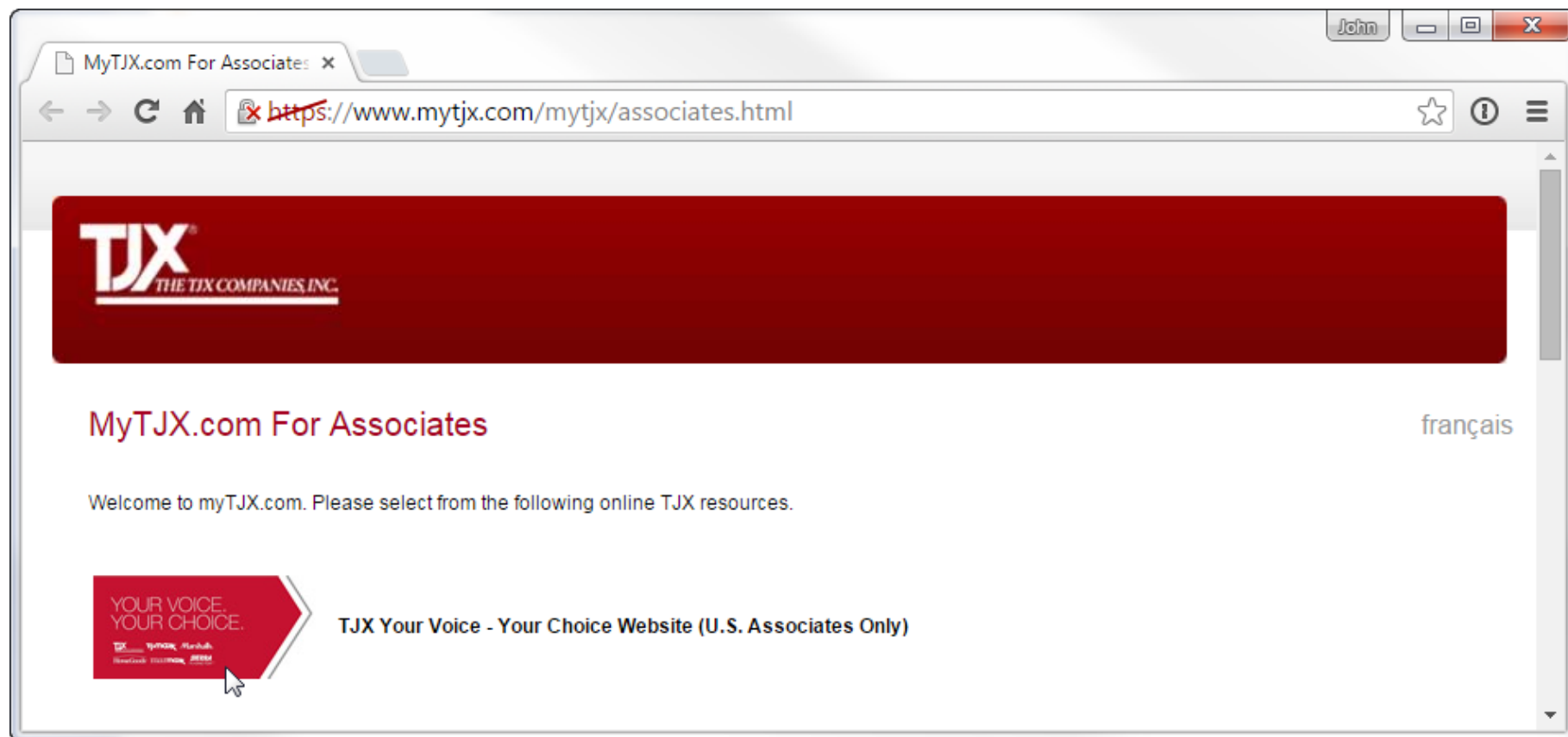
Executed at Scottsdale, Arizona, this 14th day of June, 2018.



JOHN BANAS

Declaration Exhibit – A

Step 1: Go to MyTJX.com and click on the *Your Voice, Your Choice* Program



Step 2: Login with your unique Employee ID and Birth Date

ComplianceManager™

Secure | <https://tjx.mycompliancemanager.com/pages/index.aspx>

TJX
THE TJX COMPANIES, INC.

Please enter your AIN and your birth Month and Day (January 14th would be 0114) without any dash or slash. Your AIN can be found in the top left corner of your paystub. If you need assistance, please call HR XPRESS at 1-888-627-6299.

Associate ID Number (AIN)

Birth Month and Day (MMDD):

Submit

**YOUR VOICE.
YOUR CHOICE.**

TJX **tj-maxx** **Marshalls**
HomeGoods **marmaxx** **SIERRA**
TRADING POST

[Administrator Login](#)

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ComplianceManager™

Step 3: Select your language

The screenshot shows a web browser window with the address bar displaying <https://tjx.mycompliancemanager.com/pages/index.aspx>. The page features a blue header with the TJX logo and navigation links for Home and Certify. Below the header, there is a blue banner with the text "YOUR VOICE. YOUR CHOICE." and logos for TJX, T.J. Maxx, Marshalls, HomeGoods, marmax, and SIERRA TRADING POST. The main content area has a white background with the heading "Select your language". Under this heading, there are two rows of language selection options: "Select English ---->" with an "English" button, and "Seleccione Español ---->" with an "Español" button. A "My Tasks" button is located below the language selection options. The footer of the page contains the text "Powered by ComplianceManager ©2018 All rights reserved. Terms and Conditions" and the ComplianceManager™ logo.

ComplianceManager™

Home Certify

Home: [Certification Home](#) [My Certification Tasks](#) Your Voice. Your Choice. Set

YOUR VOICE.
YOUR CHOICE.

TJX THE TJX COMPANIES, INC. T.J. Maxx Marshalls HomeGoods marmax SIERRA TRADING POST

Select your language

Select English ----> English

Seleccione Español ----> Español

My Tasks

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Step 4: View the *Your Voice, Your Choice* information and complete the form

The screenshot shows a web browser window with the address bar displaying <https://tjx.mycompliancemanager.com/pages/index.aspx>. The page features a blue header with the TJX logo and navigation links for 'Home' and 'Certify'. Below the header, there is a blue bar with the text 'Home: Certification Home My Certification Tasks' and a search bar containing 'Your Voice. Your Choice.' with a 'Set' button. The main content area has a large red banner with the text 'YOUR VOICE. YOUR CHOICE.' and logos for TJX, T.J. Maxx, Marshalls, HomeGoods, marmax, and SIERRA TRADING POST. Below the banner, there is a grey bar with the text 'TJX Arbitration Agreement - Option to Decline Participation' and a hand cursor icon pointing to it. To the right of this bar, there is a red reminder text: 'REMINDER: In order to submit, you must click FINISH.' At the bottom of the page, there is a blue footer with the text 'Powered by ComplianceManager ©2018 All rights reserved. Terms and Conditions' and the ComplianceManager™ logo.

ComplianceManager™

Secure | <https://tjx.mycompliancemanager.com/pages/index.aspx>

TJX THE TJX COMPANIES, INC.

Home Certify

Home: [Certification Home](#) [My Certification Tasks](#)

Your Voice. Your Choice. Set

YOUR VOICE.
YOUR CHOICE.

TJX THE TJX COMPANIES, INC. T.J. Maxx Marshalls
HomeGoods marmax SIERRA TRADING POST


+ TJX Arbitration Agreement - Option to Decline Participation

REMINDER: In order to submit, you must click FINISH.




My Tasks Print

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Step 4: View information and complete the form (*continued*)



[Home](#)
[Certify](#)

Home: [Certification Home](#) [My Certification Tasks](#)

Your Voice. Your Choice.
Set

TJX Arbitration Agreement - Option to Decline Participation


Welcome to the TJX Your Voice. Your Choice. website

As a recently hired Associate, you have the option to decline participation in the TJX Arbitration Agreement that was included in your New Hire packet. If you wish to decline participation in the Agreement, please follow the steps below:


- Indicate your decision to decline participation in the Arbitration Agreement by selecting the radio button to decline, and enter your first and last name in the box provided
- If under 18 years old, you must obtain a parent or legal guardian's online consent
- Click the Finish button to submit your selection

Please note that if you do not decline to participate in the TJX Arbitration Agreement within 45 days of your date of hire, continuing your employment constitutes your acceptance of the terms of the Agreement.

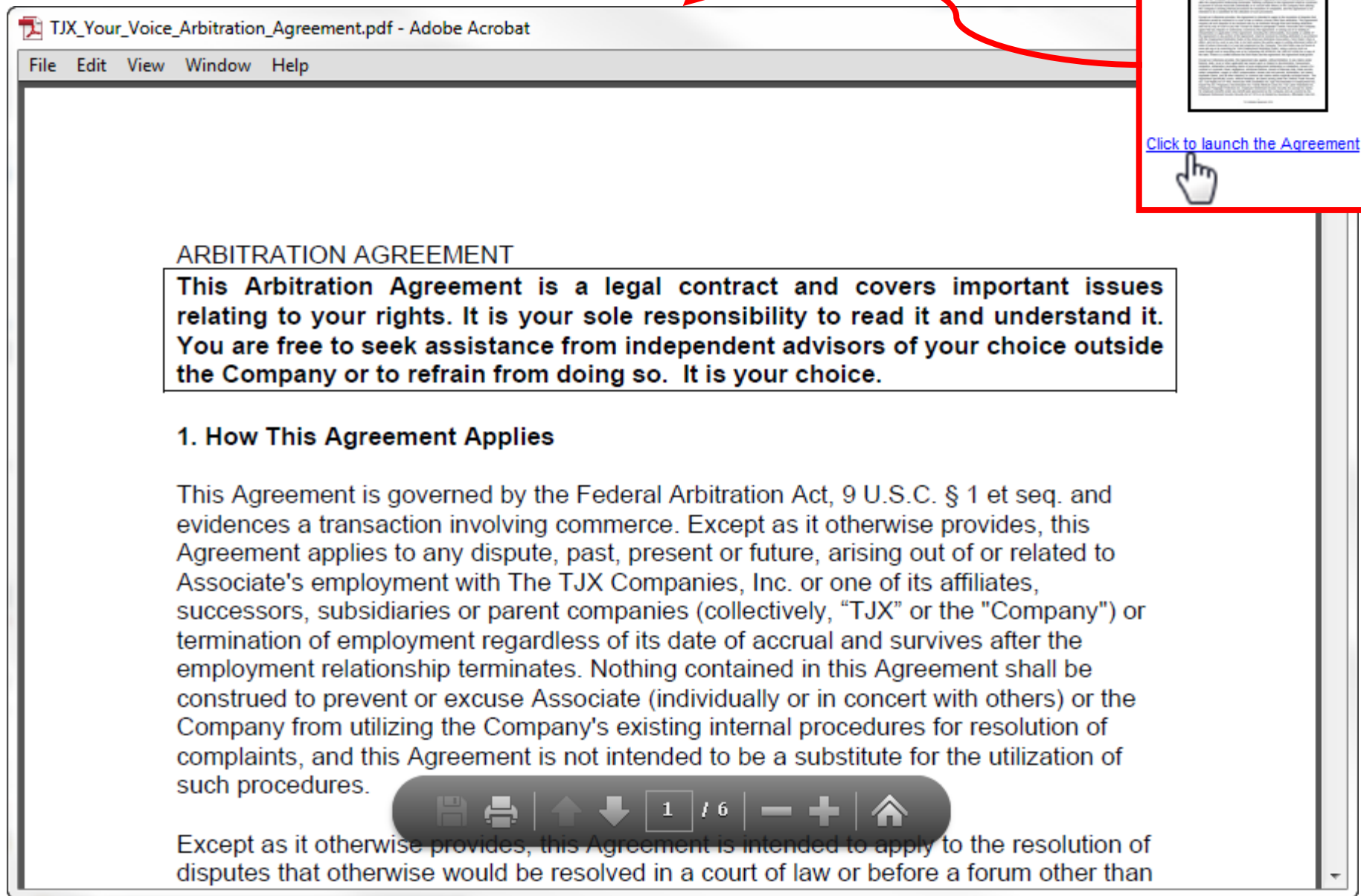
Thank you.



[Click here to launch the Agreement.](#)



Step 4a: Read, Download and Print the Arbitration Agreement



TJX_Your_Voice_Arbitration_Agreement.pdf - Adobe Acrobat

File Edit View Window Help

ARBITRATION AGREEMENT

This Arbitration Agreement is a legal contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so. It is your choice.


1. How This Agreement Applies

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and evidences a transaction involving commerce. Except as it otherwise provides, this Agreement applies to any dispute, past, present or future, arising out of or related to Associate's employment with The TJX Companies, Inc. or one of its affiliates, successors, subsidiaries or parent companies (collectively, "TJX" or the "Company") or termination of employment regardless of its date of accrual and survives after the employment relationship terminates. Nothing contained in this Agreement shall be construed to prevent or excuse Associate (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.




Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than

[Click to launch the Agreement](#)

Step 4b: Opt-Out of the Arbitration Agreement, then Sign and Finish



[Home](#)
[Certify](#)

Home: [Certification Home](#) [My Certification Tasks](#)

Your Voice. Your Choice.
Set

I UNDERSTAND AND AGREE TO THE USE OF AN ELECTRONIC METHOD OF SIGNATURE TO DEMONSTRATE MY DECISION TO DECLINE PARTICIPATION IN THE TJX ARBITRATION AGREEMENT. I UNDERSTAND THAT MY ELECTRONIC SIGNATURE IS AS LEGALLY BINDING AS AN INK SIGNATURE. I AGREE THAT THIS ELECTRONIC COMMUNICATION SATISFIES ANY LEGAL REQUIREMENT THAT SUCH COMMUNICATION BE IN WRITING. I UNDERSTAND THAT I MAY PRINT A COPY OF THIS AGREEMENT FOR MY RECORDS.

☐ I am 18 years of age or older.

Signature
Date: Monday, March 26, 2018

☐ I decline to participate in this Agreement.

(Type first and last name)

Please note your decision to decline is not complete until you type your name next to your selection and click the **FINISH** button below.

CONSENT OF PARENT OR LEGAL GUARDIAN (REQUIRED IF ASSOCIATE IS UNDER 18 YEARS OF AGE)

Parent or Legal Guardian Signature (Type first and last name):

Date:

My Tasks

Print

REMINDER: In order to submit, you must click FINISH.


Signature date populates automatically on Save or Finish

Step 4c: Employee can Print or Download the completed form for his/her records

Print

Total: 2 pages

[Save](#) [Cancel](#)

Destination  Save as PDF

[Change...](#)

Pages ☒ All







☐ e.g. 1-5, 8, 11-13

Layout Portrait ▼

[+ More settings](#)

3/26/2018
ComplianceManager™ - Certification Letter

YOUR VOICE. YOUR CHOICE.

TJX Arbitration Agreement - Option to Decline Participation


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- If under 18 years old, you must obtain a parent or legal guardian's online consent
- Click the Finish button to submit your selection

Please note that if you do not decline to participate in the TJX Arbitration Agreement within 45 days of your date of hire, continuing your employment constitutes your acceptance of the terms of the Agreement.

Thank you.



[Click here to launch the Agreement.](#)

I UNDERSTAND AND AGREE TO THE USE OF AN ELECTRONIC METHOD OF SIGNATURE TO DEMONSTRATE MY DECISION TO DECLINE PARTICIPATION IN THE TJX ARBITRATION AGREEMENT. I UNDERSTAND THAT MY ELECTRONIC SIGNATURE IS AS LEGALLY BINDING AS AN INK SIGNATURE. I AGREE THAT THIS ELECTRONIC COMMUNICATION SATISFIES ANY LEGAL REQUIREMENT THAT SUCH COMMUNICATION BE IN WRITING. I UNDERSTAND THAT I MAY PRINT A COPY OF THIS AGREEMENT FOR MY RECORDS.

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Signature **Date:** Monday, March 26, 2018

☐ I decline to participate in this Agreement. (Type first and last name)

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CONSENT OF PARENT OR LEGAL GUARDIAN (REQUIRED IF ASSOCIATE IS UNDER 18 YEARS OF AGE)

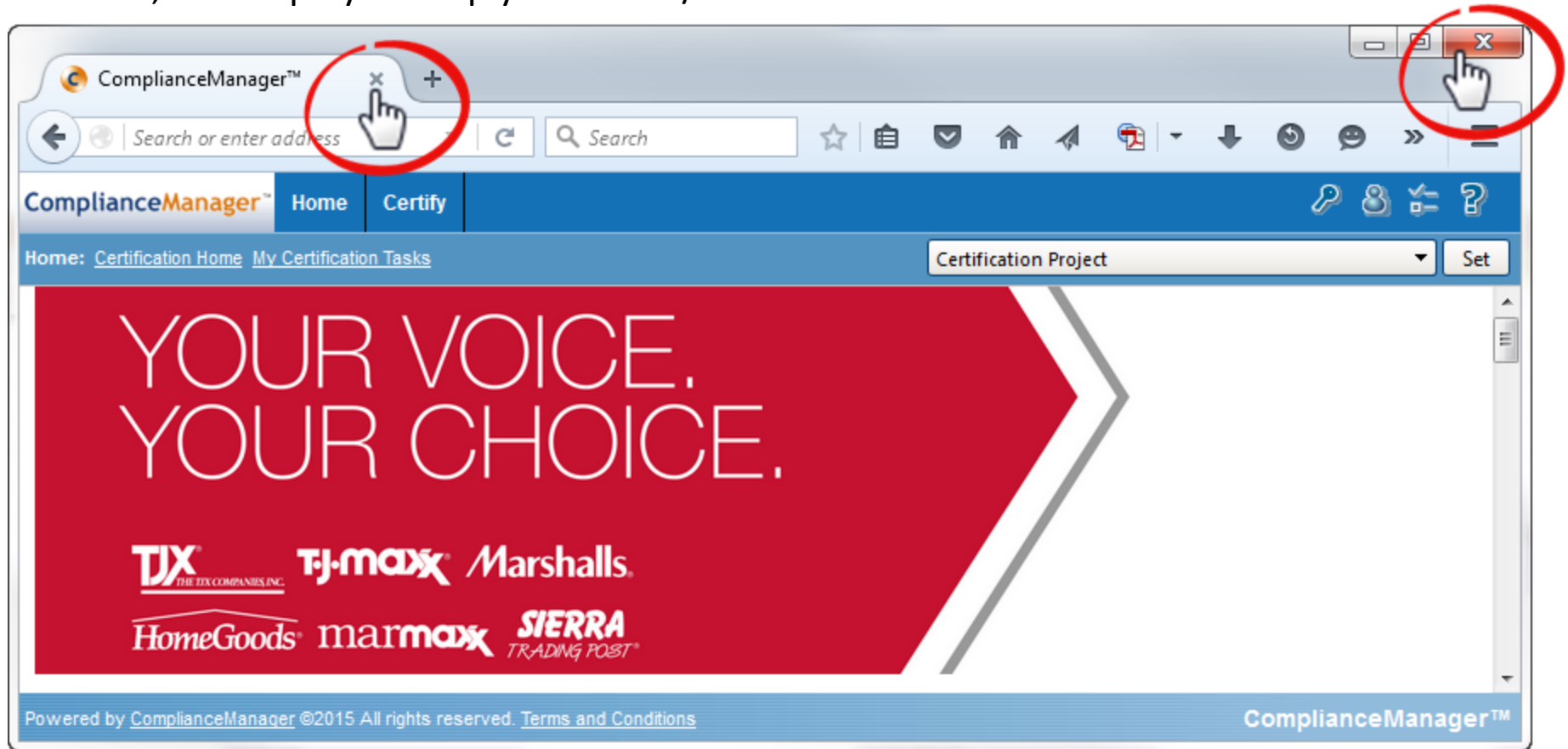
Parent or Legal Guardian Signature (Type first and last name):

Date:

https://tjx.mycompliancemanager.com/pages/certification.aspx?TASK_ID=47122725&ORG_ID=1&QUARTER=1&CERT_TYPE_ID=124&CERT_PERIOD_ID=10038

Exit Browser (*End of process workflow*)

To exit, the employee simply closes his/her browser.



Optional: *My Tasks* Home Page

The employee has a personalized *My Tasks* page to view the status of all his/her tasks.

ComplianceManager™ Home Certify

Home: [Certification Home](#) [My Certification Tasks](#) Certification Project Set

Welcome, Tester 1

My Certification Tasks Certification Home

Select Tasks: All Tasks Select Dates: All Dates Start Date: End Date:

Drag a column header and drop it here to group by that column

| | Due Date | Subject | Period Name | Related To | Action | Complete Date |
|--|------------|--|-------------|----------------------|------------------|---------------|
| | | | | | | |
| | 12/18/2015 | TJX Your Voice Your Choice | Testing | Top Level > Tester 1 | Needs Completion | |

Count : 1

Export to Excel

Page size: 10 1 items in 1 pages

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Declaration Exhibit – B

YOUR VOICE.
YOUR CHOICE.

ASSOCIATE ACKNOWLEDGMENT FORM

I have received a TJX Arbitration Agreement and understand that I am covered by the Agreement unless I decline to participate, as described in paragraph 8 of the Agreement, within 45 days from my date of hire.

AGREED: The TJX Companies, Inc.

AGREED: _____
Associate Printed Name

AGREED: _____
Associate Signature

DATE OF HIRE: _____

Please retain a copy of this acknowledgment form for your records.

YOUR VOICE. YOUR CHOICE.

OPEN DOOR

At TJX, we have a long history of treating people with dignity, fairness and respect. As an Associate, we believe you should have the opportunity to speak openly and be treated fairly at all times. The Open Door philosophy encourages all Associates to ask questions or bring ideas, concerns or complaints forward, without fear of reprisal, to your Manager or anyone else who can help guide you to a resolution. Open communication is everyone's responsibility and allows us to maintain a working environment built on honesty, integrity, trust and mutual respect.

Here are some ways you can use the Open Door:

Open Door with Management

MANAGEMENT

The Open Door enables Associates to work directly with their Managers to ask questions, suggest ideas, or voice concerns. There is no formal documentation required – just an open dialogue.

Open Door with HR Partner

HR PARTNER

You may also reach out to an HR Partner responsible for your area. Your HR Partner will listen to your concern and will speak with all appropriate parties to gather additional information. Then, the HR Partner will engage in a discussion with you and a member of management to review the findings in the hopes of reaching a resolution.

Open Door with TJX Facilitator

TJX FACILITATOR

A TJX Facilitator will collect additional information and speak with additional people, if needed. In most cases the Facilitator will be an HR Associate who may not have had any previous contact or knowledge of any of the issues or parties involved.

Please refer to the Open Door poster in your location for the names and contact information of your local Open Door resources.

Arbitration*

ARBITRATION

Most issues and concerns are resolved through our Open Door process but as in any organization, on occasion there may be work-related issues or concerns involving legal claims that we cannot resolve. In these instances only, we have a process called individual arbitration. Arbitration is a private process, less formal than court, where covered legal claims between you and the Company (as defined in the Arbitration Agreement) are resolved without filing a claim in court or a class or collective action. In arbitration, the parties choose an independent, neutral third party to hear and resolve the case. For additional information and details on arbitration, please refer to the Arbitration Agreement.

**Only claims covered by the Arbitration Agreement may be submitted to arbitration.*

As a Company, we believe by working together directly through our internal Open Door resources, and our external arbitration resource, there is little we can't resolve.

YOUR VOICE.
YOUR CHOICE.

ASSOCIATE ACKNOWLEDGMENT FORM

I have received a TJX Arbitration Agreement and understand that I am covered by the Agreement unless I decline to participate, as described in paragraph 8 of the Agreement, within 45 days from my date of hire.

AGREED: The TJX Companies, Inc.

AGREED: _____
Associate Printed Name

AGREED: _____
Associate Signature

DATE OF HIRE: _____

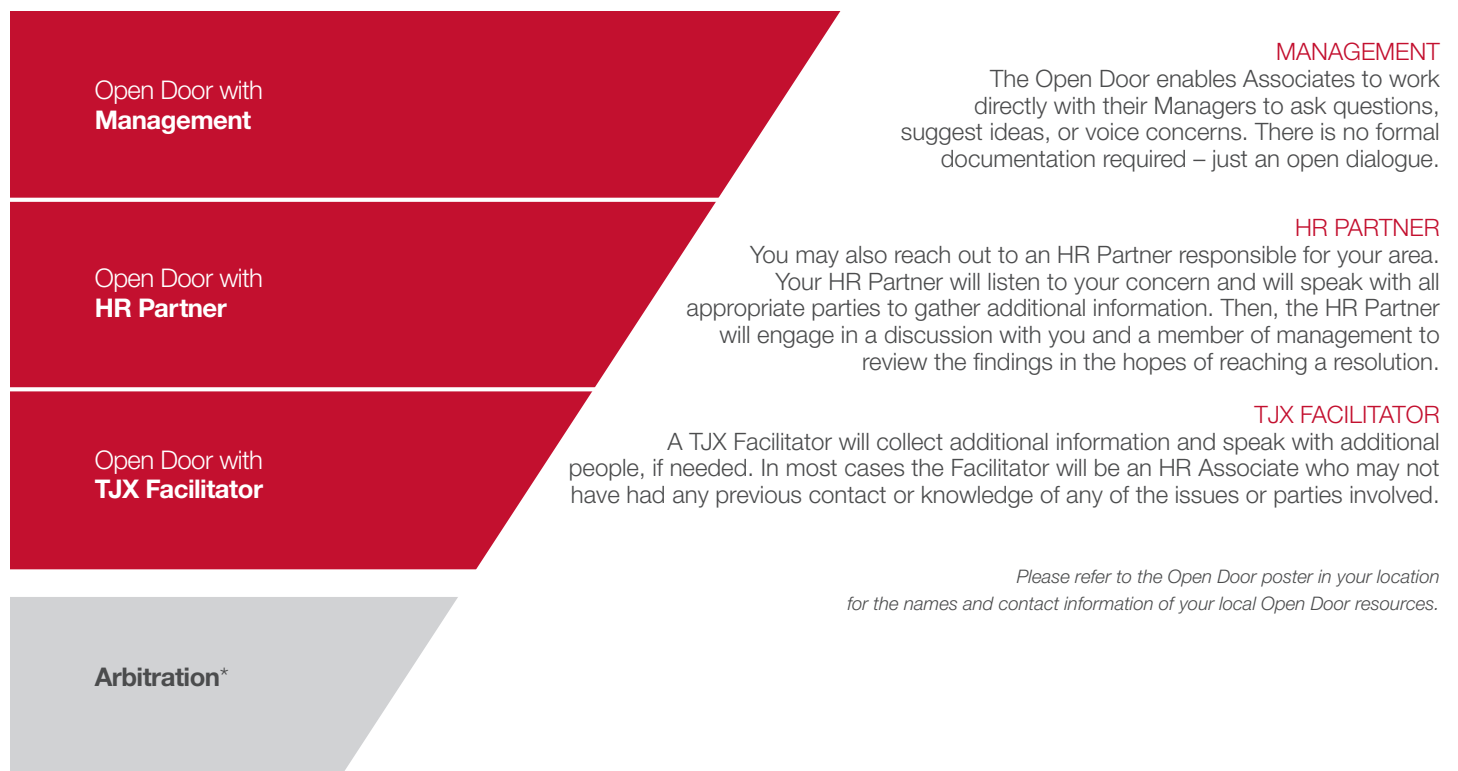
Please retain a copy of this acknowledgment form for your records.

YOUR VOICE. YOUR CHOICE.

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ARBITRATION

Most issues and concerns are resolved through our Open Door process but as in any organization, on occasion there may be work-related issues or concerns involving legal claims that we cannot resolve. In these instances only, we have a process called individual arbitration. Arbitration is a private process, less formal than court, where covered legal claims between you and the Company (as defined in the Arbitration Agreement) are resolved without filing a claim in court or a class or collective action. In arbitration, the parties choose an independent, neutral third party to hear and resolve the case. For additional information and details on arbitration, please refer to the Arbitration Agreement.

**Only claims covered by the Arbitration Agreement may be submitted to arbitration.*

As a Company, we believe by working together directly through our internal Open Door resources, and our external arbitration resource, there is little we can't resolve.

ARBITRATION AGREEMENT

This Arbitration Agreement is a legal contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so. It is your choice.

1. How This Agreement Applies

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and evidences a transaction involving commerce. Except as it otherwise provides, this Agreement applies to any dispute, past, present or future, arising out of or related to Associate's employment with The TJX Companies, Inc. or one of its affiliates, successors, subsidiaries or parent companies (collectively, "TJX" or the "Company") or termination of employment regardless of its date of accrual and survives after the employment relationship terminates. Nothing contained in this Agreement shall be construed to prevent or excuse Associate (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. This Agreement requires all such disputes to be resolved only by an Arbitrator through final and binding arbitration and not by way of court or jury trial. Except as stated in paragraph 5 below, Associate and Company agree that any dispute or controversy covered by this Agreement, or arising out of or relating to interpretation or application of this Agreement, including the enforceability, revocability or validity of the Agreement or any portion of the Agreement, shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association ("AAA Rules") then in effect, and not by court or jury trial, to be held (unless the parties agree in writing otherwise) within 45 miles of where Associate is or was last employed by the Company. The AAA Rules may be found at www.adr.org or by searching for "AAA Employment Arbitration Rules" using a service such as www.Google.com or www.Bing.com or by contacting HR XPRESS (Tel. 888.627.6299) for a copy of the rules. If there is a conflict between the AAA Rules and this Agreement, this Agreement shall govern.

Except as it otherwise provides, this Agreement also applies, without limitation, to any claims under federal, state, local or other applicable law based upon or related to discrimination, harassment, retaliation, defamation (including claims of post-employment defamation or retaliation), breach of a contract or covenant, fraud, negligence, emotional distress, breach of fiduciary duty, trade secrets, unfair competition, wages or other compensation, breaks and rest periods, termination, tort claims, equitable claims, and all other statutory or common law claims unless explicitly excluded below. The Agreement specifically covers, without limitation, all claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Equal Pay Act, Pregnancy Discrimination Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Polygraph Protection Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, including amendments to all the foregoing statutes, and state and municipal statutes, if any, addressing the same or similar subject matters.

2. Limitations On How This Agreement Applies

This Agreement does not apply to any action filed in any court prior to January 14, 2014.

This Agreement does not apply to claims for workers compensation, state disability insurance and unemployment insurance benefits.

Regardless of any other terms of this Agreement, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlr.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement.

3. Starting The Arbitration And Tolling Of Claims

The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to the Company's Legal Department at the following address: 770 Cochituate Road, Framingham, MA 01701, Attention: General Counsel. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. With respect to a covered legal claim the applicable statute(s) of limitation will be tolled during the period in which TJX and the Associate are engaged in the facilitation phase of the Company's Open Door process (the "Tolling Period"). In order to trigger the Tolling Period the Associate must contact his or her HR Partner or call HR XPRESS. The Tolling Period may only be extended by written mutual agreement of the Associate and TJX.

4. How Arbitration Proceedings Are Conducted

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. At a party's request or on the Arbitrator's own initiative, the Arbitrator may subpoena witnesses or documents for discovery purposes or for the arbitration hearing.

5. Class Action, Collective Action, and Private Attorney General Waiver

The Associate and the Company agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. Accordingly,

(a) There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action ("Class Action Waiver"). The Class Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a class action and (2) a civil court of competent jurisdiction finds the Class Action Waiver is invalid, unenforceable, revocable, unconscionable, void or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction.

(b) There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective action ("Collective Action Waiver"). The Collective Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a collective action and (2) a civil court of competent jurisdiction finds the Collective Action Waiver is invalid, unenforceable, revocable, unconscionable, void or voidable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction.

(c) There will be no right or authority for any dispute to be brought, heard or arbitrated as a private attorney general representative action ("Private Attorney General Waiver"). The Private Attorney General Waiver shall be severable from this Agreement in any case in which a civil court of competent jurisdiction finds the Private Attorney General Waiver is invalid, unenforceable, revocable, unconscionable, void or voidable. In such instances and where the claim is brought as a private attorney general claim, such private attorney general claim must be litigated in a civil court of competent jurisdiction.

Although an Associate will not be retaliated against, disciplined or threatened with discipline as a result of his or her exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver, Collective Action Waiver and Private Attorney General Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims. Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver, Collective Action Waiver or Private Attorney General Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

The Class Action Waiver, Collective Action Waiver and Private Attorney General Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

6. Paying For The Arbitration

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The Company will pay the Arbitrator's and arbitration fees.

7. The Arbitration Hearing And Award

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The Arbitrator shall apply applicable law and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

8. An Associate's Right To Decline Participation In The Agreement

Participation in this Agreement is not a mandatory condition of Associate's employment at the Company, and therefore an Associate may, no later than 45 days from the Associate's date of hire, decline participation in this Agreement. An Associate who does not want to participate in this Agreement may prepare a signed and dated letter stating that the Associate declines to participate in this Agreement. The letter should include the Associate's Associate Identification Number ("AIN") and the location where the Associate works. The Associate should mail his or her letter to The TJX Companies, Inc., PO Box 2410, Kyle, TX 78640, and should retain a copy of the letter for his or her records. Alternatively, the Associate may decline to participate in this Agreement by accessing the Agreement through myTJX.com and typing the Associate's first and last name in the text field labeled "I decline to participate in this Agreement." **In order to effectively decline to participate, an Associate must indicate his or her desire to decline participation through one of the two methods described in this paragraph no later than 45 days from the Associate's date of hire.**

An Associate who timely declines to participate as provided in this paragraph will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies in court and through a class or collective action without regard to this Agreement.

If an Associate does not decline to participate in this Agreement within 45 days of the Associate's date of hire, continuing the Associate's employment constitutes mutual acceptance of the terms of this Agreement by the Associate and the Company. An Associate has the right to consult with counsel of the Associate's choice concerning this Agreement.

9. Non-Retaliation

It is against Company policy for any Associate to be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement. If any Associate believes that he or she has been retaliated against by anyone at the Company, the Associate should immediately report this to the Human Resources Department.

10. Enforcement Of This Agreement

This Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement. Except as stated in paragraph 5, above, in the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. If the Class Action Waiver, Collective Action Waiver, or Private Attorney General Waiver is deemed to be unenforceable, the Company and Associate agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

Each Associate should retain a copy of this Agreement for his or her records.

An Associate may decline participation in this Agreement no later than 45 days from the Associate's date of hire, as provided in paragraph 8, above. If the Associate does not decline participation within 45 days of the Associate's date of hire, continuing Associate's employment constitutes mutual acceptance of the terms of this Agreement.

Declaration Exhibit – C

YVYC Online Opt-In/Opt-Out Form: Page 1 - Select your language

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TJX Arbitration Agreement - Option to Decline Participation


Welcome to the TJX Your Voice. Your Choice. website

As a recently hired Associate, you have the option to decline participation in the TJX Arbitration Agreement that was included in your New Hire packet. If you wish to decline participation in the Agreement, please follow the steps below:


- Indicate your decision to decline participation in the Arbitration Agreement by selecting the radio button to decline, and enter your first and last name in the box provided
- If under 18 years old, you must obtain a parent or legal guardian's online consent
- Click the Finish button to submit your selection

Please note that if you do not decline to participate in the TJX Arbitration Agreement within 45 days of your date of hire, continuing your employment constitutes your acceptance of the terms of the Agreement.


Thank you.






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YVYC Online Opt-Out Form: Page 2 – Option to Decline Participation (cont'd)



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I UNDERSTAND AND AGREE TO THE USE OF AN ELECTRONIC METHOD OF SIGNATURE TO DEMONSTRATE MY DECISION TO DECLINE PARTICIPATION IN THE TJX ARBITRATION AGREEMENT. I UNDERSTAND THAT MY ELECTRONIC SIGNATURE IS AS LEGALLY BINDING AS AN INK SIGNATURE. I AGREE THAT THIS ELECTRONIC COMMUNICATION SATISFIES ANY LEGAL REQUIREMENT THAT SUCH COMMUNICATION BE IN WRITING. I UNDERSTAND THAT I MAY PRINT A COPY OF THIS AGREEMENT FOR MY RECORDS.

☐ I am 18 years of age or older.

Signature **Date:** Monday, March 26, 2018

☐ I decline to participate in this Agreement. (Type first and last name)

Please note your decision to decline is not complete until you type your name next to your selection and click the FINISH button below.

CONSENT OF PARENT OR LEGAL GUARDIAN (REQUIRED IF ASSOCIATE IS UNDER 18 YEARS OF AGE)

| | |
|--|----------------------|
| Parent or Legal Guardian Signature (Type first and last name): | <input type="text"/> |
| Date: | <input type="text"/> |

REMINDER: In order to submit, you must click FINISH.

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Thank you.



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☐ I am 18 years of age or older.

Signature

Date: Monday, March 26, 2018

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| | |
|--|----------------------|
| Parent or Legal Guardian Signature (Type first and last name): | <input type="text"/> |
| Date: | <input type="text"/> |

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Welcome, Tara McCroskey-Johns

Wednesday, June 13, 2018

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End Date:

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| | Due Date | Subject | Period Name | Related To | Action | Complete Date |
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| 📅 | 05/15/2016 | TJX New Hire Agreement | March 2016 | The TJX Companies > Tara McCroskey-Johns | Needs Completion | |

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